

1 RECORDING REQUESTED BY  
2 AND WHEN RECORDED MAIL TO:

Recorded in the County of Orange, California  
Gary L. Granville, Clerk/Recorder



No Fee

19970126816 11:30am 03/20/97

3 County of Orange  
4 Public Facilities & Resources  
5 300 North Flower, 8th Floor  
6 Santa Ana, CA 92701  
7 Attention: Real Estate

004 9019279 09 49  
D10 10 55 0.00 7.00 27.00 0.00 0.00 0.00 0.00  
0.00 0.00

8 Project: FCPP/Borrego Canyon Channel  
9 Project No.: F20  
10 Parcel No.: 501  
11 A.P. No.: 591-073-05 (port.)  
12 Location: Unincorporated

13 The undersigned declares that this document is recorded at the request of  
14 and for the benefit of the Orange County Flood Control District and is therefore  
15 exempt from the payment of the recording fee pursuant to Government Code Section  
16 6103 and from the payment of the documentary transfer tax pursuant to Revenue and  
17 Taxation Code Section 11922.

18 (Space Above This Line for Recorder's Use)

19 EASEMENT DEED FOR BORREGO WASH

20 RECITALS

- 21 1. GRANTOR has an obligation to dedicate property to improve the Borrego Wash  
22 pursuant to Agreement No. D89-334 dated December 12, 1989 between GRANTOR and the  
23 County of Orange;  
24 2. GRANTOR wishes to convey its rights over Parcel 501 to the Orange County Flood  
25 Control District to facilitate improvement of the Borrego Wash;

26 I

27 GRANT OF EASEMENT

28 For valuable consideration, receipt of which is hereby acknowledged, The Irvine  
Company, a Michigan corporation ("GRANTOR") does hereby grant to the Orange County  
Flood Control District, a body corporate and politic in the State of California  
("Grantee") a perpetual easement and right-of-way for flood control and water  
conservation purposes set forth hereinbelow, in, on and over the real property in

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1 the County of Orange, State of California consisting of Parcel No. F20-501 more  
2 particularly described on Exhibit A and delineated on Exhibit B attached hereto and  
3 made a part hereof by this reference (the "Easement Area"), subject to, any and all  
4 covenants, conditions, restrictions, reservations, easements, rights,  
rights-of-way, encumbrances and other matters which are apparent, of record, set  
forth in this easement or otherwise known to Grantee.

5 II

6 CHARACTER OF EASEMENT AND SERVIENT TENEMENT

7 This Easement is in gross and shall burden the real property owned by  
8 Grantor and located in the County of Orange, State of California, described  
hereinabove as the Easement Area (the "Servient Tenement").

9 III

10 A. Use of Easement Area. The Easement Area shall be used by Grantee  
11 solely for the purposes of construction, operation, maintenance and landscaping of  
12 channels, storm drains, drainage pump facilities and all necessary incidents  
13 thereto (the "Improvements"). The Channel shall be a rectangular, open channel, to  
14 include a covered portion to allow driveway access to Grantor's remaining  
property. Grantor shall have the right to approve the location of said driveway  
15 access. Grantee agrees to design and build the channel to accomodate Grantor's  
16 future installation of a cover over the remaining portion of the Channel not  
17 covered by the driveway access. Any such cover constructed by grantor shall at a  
18 minimum be designed to carry standard highway loads.

19 B. Nonexclusive and Review of Plans. Grantor retains the nonexclusive  
20 right to use the Easement Area for any and all lawful purposes, subject to the  
21 following express limitations:

22 1. No building, permanent structures or additional earth fill shall be  
23 constructed upon the Easement Area until the plans for such construction  
24 have first been approved in writing by the Director of the Environmental  
25 Management Agency of the County of Orange (hereinafter referred to as  
26 "Director"). Grantee agrees that such plans shall be approved or  
27 disapproved within a reasonable time following receipt thereof, and that  
approval will not be withheld without good cause.

28 2. Any improvements constructed by Grantor on the Easement Area shall be  
operated and maintained at no cost to Grantee.

3. Grantor agrees to hold Grantee harmless from any claims for damages  
and cost of repair of the Improvements caused by Grantor's overloading of  
said Improvement and shall reimburse Grantee for the costs of damage to  
the Improvements.

4. Grantor agrees to hold Grantee harmless from any claims for damages  
including loss of business, arising out of Grantee's design, maintenance,  
repair, reconstruction, replacement or enlargement of the Improvements,  
except for damage arising out of Grantee's negligence.

1 5. In the event Grantee finds it necessary in the future to enter on and  
2 disturb the surface or subsurface of the above-described land in order to  
3 maintain, repair, reconstruct, or enlarge the Improvements, Grantee's  
4 responsibility shall be to restore any section of the Improvements  
5 affected to the same load specifications as originally constructed and to  
6 backfill with compacted earth to the grade of the surrounding property.  
7 Following completion of the Grantee's activity, Grantor shall restore its  
8 affected surface improvements to design and grade as approved in Section  
9 III.B.1 above.

6 6. Except in an emergency, found to exist by the Grantee, if the Grantee  
7 intends to disturb the surface of the Easement Area, then Grantee shall  
8 give the Grantor not less than 60 days prior written notice specifying the  
9 date of such entry, the duration thereof and the nature of the work to be  
10 performed by Grantee. Grantee further agrees to use its best efforts to  
11 minimize any inconvenience to Grantor or Grantor's adjoining property and  
12 to minimize the period of time that the surface of the Easement Area will  
13 be disturbed.

11 C. Indemnification by Grantee. Except as provided in Section III.B  
12 above, Grantee shall defend, save and hold Grantor and each of its officers,  
13 directors, agents and employees harmless from any and all claims, actions, damages,  
14 losses or expenses of every type and description to which they may be subjected  
15 arising out of any act or omission of Grantee, including any act or omission of  
16 Grantee's employees, representatives, agents and independent contractors, in  
17 connection with the construction, operation and maintenance of the Improvements or  
18 any other activities on the Easement Area.

15 D. Indemnification by Grantor. Grantor shall defend, save and hold  
16 Grantee and each of its officers, directors, agents and employees harmless from any  
17 and all claims, actions, damages, losses or expenses of every type and description  
18 to which they may be subjected arising out of any act or omission of Grantor,  
19 including any act or omission of Grantor's supervisors, employees, representatives,  
20 agents and independent contractors, in connection with the construction, operation  
21 and maintenance of the improvements or any other activities reserved to Grantor on  
22 the Easement Area.

20 E. Acceptance by Grantee. Grantee shall accept this Easement and the  
21 Easement Area by formal resolution prior to the construction, operation and use of  
22 the improvements to be constructed in the Easement Area.

22 F. Driveway Approach within Covered Portion of Channel. Any such covered  
23 driveway approach constructed by Grantee shall at a minimum be designed to carry  
24 standard highway design loads.

#### 24 IV

#### 25 MISCELLANEOUS

26 A. Successors and Assigns. This Easement shall be binding upon and inure  
27 to the benefit of the successors and assigns of the parties hereto.

B. Notices. Any notice, payment or instrument required or permitted by this Easement to be given or delivered to either party shall be deemed to have been received when personally delivered or seventy-two (72) hours following deposit of the same in any United States Post Office in California, registered or certified, postage prepaid, addressed as follows:

Grantor: The Irvine Company  
550 Newport Center Drive  
P. O. Box 6370  
Newport Beach, California 92658-6370  
Attention: General Counsel, Land  
Irvine Industrial Company

Grantee: John W. Sibley, Director  
Public Facilities and Resources  
Real Property  
County of Orange  
P.O. Box 4048  
Santa Ana, CA 92702-4048

Each party may change its address for delivery of notice by delivering written notice of such change of address to the other party.

Dated: January 29, 1997

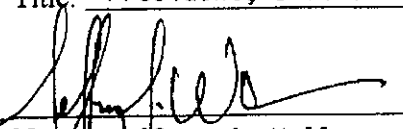
THE IRVINE COMPANY,  
a Michigan corporation

By:

  
Name: Clarence W. Barker

Title: President, Irvine Industrial Company

By:

  
Name: Jeffrey J. Wallace

Title: Assistant Secretary

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1/6/97

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by deed or grant from The Irvine Company to the Orange County Flood Control District, a body corporate and politic, is hereby accepted by the undersigned officer or agent on behalf of the Board of Supervisors of the Orange County Flood Control District, pursuant to the authority conferred by resolution of the said Board of Supervisors adopted on November 4, 1975, and the grantee consents to recordation thereof by its duly authorized officer.

ORANGE COUNTY FLOOD CONTROL DISTRICT

Dated: March 18, 1997

By: William E. Price  
Name: WILLIAM E. PRICE  
Title: CHIEF Public Facilities & Resources Dept. Acquisition & Land Mgmt.

APPROVALS

Approved as to form:

Dated: 2/4/97

By: Terry Paul Andrus  
Name: Terry Andrus  
Title: County Counsel 3/25/92

Description Compared:

Dated: 3/12/97

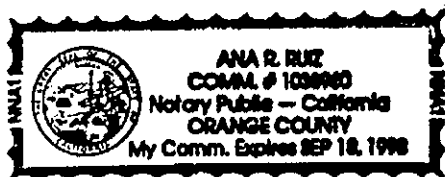
By: Stella M. Orick  
Name: Stella M. Orick  
Title: Sr Real Property Agent

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA  
COUNTY OF ORANGE

On January 29, 1997 before me, Ana R. Ruiz, Notary Public, personally appeared  
Clarence W. Barker and Jeffrey J. Wallace

☒ personally known to me - OR - proved to me on the basis of satisfactory evidence to be the persons(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Ana R. Ruiz

## OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

### CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL  
☒ CORPORATE OFFICER(S)

President - IIC

TITLE(S)

Assistant Secretary - TIC

TITLE(S)

☐ PARTNERS(S) ☐ LIMITED  
☐ GENERAL  
☐ ATTORNEY-IN-FACT  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER:

### DESCRIPTION OF ATTACHED DOCUMENT

Easement Deed with County of Orange for Borrego Wash. Parcel #501.

Five Pages

NUMBER OF PAGES

1-29-97

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

SIGNER IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY(IES)

The Irvine Company

ROBERT BEIN, WILLIAM FROST & ASSOCIATES  
14725 Alton Parkway  
Irvine, California 92718

Revised March 22, 1994  
August 5, 1992  
JN 24839-6.L10  
Page 1 of 3

LEGAL DESCRIPTION

BORREGO CANYON CHANNEL  
FACILITY NO. F20

PARCEL 501  
Parcel A

That portion of Block 174 of Irvine's Subdivision in the County of Orange, State of California per map recorded in Book 1, Page 88 of Miscellaneous Record Maps in the Office of the County Recorder of said County, described as follows:

COMMENCING at the northeasterly terminus of that certain course in the centerline of Alton Parkway shown as " North 67°36'15" East 61.42 feet " on Parcel Map No. 84-629 recorded in Book 205, Pages 1 through 10 of Parcel Maps in the Office of said County Recorder; thence South 67°36'15" West 61.42 feet along said course to the beginning of a tangent curve concave southeasterly and having a radius of 1800.00 feet; thence southwesterly 39.92 feet along said curve through a central angle of 1°16'15" to a point of cusp; thence tangent from said curve North 66°20'00" East 361.49 feet to the beginning of a tangent curve concave northwesterly and having a radius of 2350.00 feet; thence northeasterly 392.86 feet along said curve through a central angle of 9°34'42"; thence tangent from said curve North 56°45'18" East 1376.21 feet to the beginning of a tangent curve concave southeasterly and having a radius of 2350.00 feet; thence northeasterly 364.88 feet along said curve through a central angle of 8°53'46" to a point on the southwesterly line of Parcel 5 as described in a Decree of Declaration of Taking recorded in Book 2567, Page 100 of Official Records in the Office of said County Recorder; thence North 49°16'38" West 65.99 feet along said southwesterly line to a point on a non-tangent curve concave southeasterly and having a radius of 2410.00 feet, said curve being concentric with and 60.00 feet northwesterly from said last described curve, a radial line of said curve to said point bears North 25°00'36" West, said curve also being tangent at its southwesterly terminus to a line parallel with and 60.00 feet northwesterly from that certain course hereinbefore described as having a bearing of North 56°45'18" East and a length of 1376.21 feet, said point also being the TRUE POINT OF BEGINNING; thence southwesterly 346.39 feet along said curve through a central angle of 8°14'06" to said parallel line; thence South 56°45'18" West 291.03 feet along said parallel line to the northeasterly line of the land described in the deed to the Irvine Ranch Water District recorded February 3, 1977 in Book 12057, Page 1904 of said Official Records; thence North 49°17'33" West 54.83 feet along said northeasterly line to a point on a non-tangent curve concave northwesterly and having a radius of 781.50 feet, a radial line of said curve to said point bears South 38°00'14" East; thence northeasterly 114.69 feet along said curve through a central angle of 8°24'31"; thence tangent from said curve North 37°02'20" East 24.77 feet; thence North 14°40'23" East 68.59 feet; thence North 33°55'30" East

EXHIBIT A

Robert Bein, William Frost & Associates  
Borrego Canyon Channel  
Facility NO.: F20

Revised March 22, 1994  
August 5, 1992  
JN 24839-6.L10  
Page 2 of 3

257.04 feet to the southeasterly line of Parcel 5A as described in said Decree; thence North 70°30'15" East 172.08 feet along said southeasterly line to said southwesterly line of Parcel 5; thence South 49°16'38" East 216.99 feet along said southwesterly line to the TRUE POINT OF BEGINNING.

#### Parcel B

A strip of land 50.00 feet wide, in Block 174 of Irvine's Subdivision in the City of Irvine, County of Orange, State of California, per map recorded in Book 1, Page 88 of Miscellaneous Maps in the Office of the County Recorder of said County, lying 25.00 feet on each side of the following described centerline:

COMMENCING at the northeasterly terminus of that certain course in the centerline of Alton Parkway shown as " North 67°36'15" East 61.42 feet " on Parcel Map No. 84-629 recorded in Book 205, Pages 1 through 10 of Parcel Maps in the Office of said County Recorder; thence South 67°36'15" West 61.42 feet along said course to the beginning of a tangent curve concave southeasterly and having a radius of 1800.00 feet; thence southwesterly 39.92 feet along said curve through a central angle of 1°16'15" to a point of cusp; thence tangent from said curve North 66°20'00" East 361.49 feet to the beginning of a tangent curve concave northwesterly and having a radius of 2350.00 feet; thence northeasterly 392.86 feet along said curve through a central angle of 9°34'42"; thence tangent from said curve North 56°45'18" East 51.91 feet; thence North 33°14'42" West 60.00 feet to a line parallel with and 60.00 feet northwesterly from that certain course hereinbefore described as having a bearing of North 56°45'18" East and a length of 51.91 feet; thence North 56°45'18" East 290.39 feet along said parallel line to the southwesterly line of the land described in the deed to Irvine Ranch Water District recorded February 3, 1977 in Book 12057, Page 1904 of Official Records in the Office of said County Recorder; thence North 49°19'54" West 26.02 feet along said southwesterly line to a line parallel with and 85.00 feet northwesterly from said certain course, said point being the TRUE POINT OF BEGINNING; thence South 56°45'18" West 283.18 feet along said parallel line to the beginning of a tangent curve concave northwesterly and having a radius of 1806.50 feet; thence southwesterly 53.19 feet along said curve through a central angle of 1°41'13" to the beginning of a compound curve concave northwesterly and having a radius of 906.50 feet; thence southwesterly 236.10 feet along said curve through a central angle of 14°55'21" to the beginning of a compound curve concave northwesterly and having a radius of 1806.50 feet; thence southwesterly 53.19 feet along said curve through a central angle of 1°41'13"; thence tangent from said curve South 75°03'05" West 201.40 feet to the southeasterly line of Irvine Boulevard as shown on said Parcel Map.

The side lines of said strip shall be prolonged or shortened to terminate northeasterly at the southwesterly line of said land described in the deed to Irvine Ranch Water District and southwesterly at the southeasterly right-of-way

**EXHIBIT A**

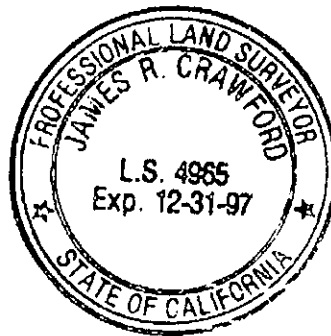


Robert Bein, William Frost & Associates  
Borrego Canyon Channel  
Facility NO.: F20

Revised March 22, 1994  
August 5, 1992  
JN 24839-6.L10  
Page 3 of 3

line of said Irvine Boulevard.

EXCEPTING THEREFROM that certain parcel of land described in an Easement Deed to Orange County Flood Control District recorded July 28, 1989 as Instrument No. 89-399227 of Official Records in said Office of the Orange County Recorder.



  
James R. Crawford, L.S. 4965

**EXHIBIT A**

